

## Customer Support & Software Enhancements Policy



Welcome to Manhattan Associates' Customer Support Organization (CSO). Staying current on Customer Support & Software Enhancements and on a supported version of the licensed product provides access to a number of benefits and services, including software version updates/enhancements, free 24/7 telephone/email support, enhancement defect resolution, free product documentation, an annual on-site visit, training class discounts, retail compliance updates, a support consultant and much more.

In this document, you'll find all the information you need to work with CSO—contact information, the case management process, available consulting and technical services, the version support policy, and other important information to help you optimize the performance of your supply chain solutions.

- Rapidly resolve missioncritical issues 24 hours a day, every day, regardless of geography.
- Provide supply chain experts to assist with continual optimization of your Manhattan solutions from planning through execution.
- Support facility roll-outs, implement upgrades and provide assistance with your strategic transformation initiatives.
- Provide technical expertise to monitor and administer your Manhattan solutions.

### 1.0 WORKING WITH CUSTOMER SUPPORT

#### 1.1 CONTACT INFORMATION

Manhattan Customer Support Representatives are available to assist you 24 hours a day, 7 days a week, 365 days a year. Please report all issues to the appropriate Customer Support Representative by following the guidelines below.

##### Customer Extranet (MA Gateway) - <http://magateway.manh.com>

*(System Outage and Work Stoppage issues must be called into the 24/7 Call Center)*

Requests for support, services, software, product documentation, transportation rates or license keys can be submitted via the Customer Extranet.

##### E-Mail and Instant Message Support

*(System Outage and Work Stoppage issues must be called into the 24/7 Call Center)*

North and South America and Asia	callcenter@manh.com
Australia	aucustomersupport@manh.com
Europe, Middle East and Africa	emeacustomersupport@manh.com
China and SE Asia	asiacustomersupport@manh.com

##### Telephone Support

US and Canada (toll free)	877 756 7435
Mexico (toll free)	001 877 756 7435
North and South America and Asia	404 965 4025
Australia	+61 1300787050
New Zealand (toll free, within New Zealand)	0800 802 590
Europe (UK office), Middle East and Africa	+44 (0) 1189 228200
Europe (Netherlands office)	+31 30 214 3400
France	+33 800 881 643
China (toll free, within China)	800 988 0885
China (calling from outside China)	+86 21 33080258

## 1.2 CASE MANAGEMENT PROCESS

The Manhattan Associates Customer Support Organization is committed to providing service in a timely and efficient manner. Your Customer Support Representative typically follows the procedures described below:

- **Assign a Case Number.** When you initiate a case, the representative assigns a case number.
- **Classify the Case Type.** Cases are first classified as either Support or Service. Support cases are further categorized as an Incident Case or a Problem Case.
  - **Incident Case.** Used to record the occurrence of an issue. An open Incident means there is an ongoing event that requires resolution (either workaround or permanent resolution). An Incident Case is closed once the occurrence of the event is addressed.
  - **Problem Case.** Used to track the root cause analysis and permanent resolution of a known issue.
- **Determine the Case Severity Level.** The Customer Support Representative works with you to determine the severity of the case primarily based upon the impact to your business. Please see the chart at the end of this document for severity definitions.
- **Assign Resource(s).**
- **Escalate Attention to the Case.** Please see the chart at the end of this document.

## 1.3 CUSTOMER RESPONSIBILITIES

There are several steps you can take to help us expedite the problem resolution process. These include:

- **Maintain a Level 1 and 2 Support Structure.** To minimize impact to operations and to ensure issues are handled efficiently, you should provide a centralized, internal helpdesk that serves as a first line of support. All support matters will flow through your internal help desk. The helpdesk then engages your level 2 support experts for initial triage and research so they can provide Manhattan's Customer Support Organization with the information required such as business impact, reproducible steps, and relevant data and logs. Services required to aid in the collection of basic information or to assist in level 1 and level 2 support are not covered by this Policy.
- **Establish Ongoing System Access.** To resolve difficult-to-diagnose issues, Manhattan Associates' Customer Support Representatives must have access to your software environment. The speed at which we can resolve issues is directly related to the ability to view system behavior and/or actual data; therefore, we highly recommend that you make arrangements to enable connectivity to your test and/or production environments with read-only access. Manhattan Associates' preferred method of connectivity for purposes of customer support is LAN-to-LAN VPN, due to its optimal flexibility in design and security. Manhattan Associates does not allow client-server VPN technologies to originate from within its corporate environment, such as SSL.
- **Perform System Administration.** Issues with the warranted product can result from external factors. For this reason, you should perform the required system administration on a routine basis; including, but not limited to, computer and database backups, updating virus protection, applying operating system patches, and/or purging historic transactional data. Services provided while assisting in the resolution of an issue caused by a lack of system administration are not covered by this Policy.
- **Set Up a Test Environment.** Given the mission-critical nature of our software, we ask that you provide a separate environment to test new functionality, program fixes and modifications/extensions. The data in this environment should be kept in synch with production to the extent reasonable to ensure the validity of these tests.

## 2.0 BENEFITS

The following benefits and services are available to customers who are current on Customer Support & Software Enhancements or other maintenance agreement and on a supported version of the Licensed Product.

### 2.1 SOFTWARE VERSION UPDATES/ENHANCEMENTS

You are entitled to all updates/enhancements in the latest version or service pack of the software applications licensed in your software license agreement without additional license fees. Any associated implementation consulting/programming services requested by the customer to install updates are covered under a separate Statement of Work.

## **2.2 FREE SUPPORT FOR WARRANTED PRODUCTS**

Receive free telephone/email support for all issues directly related to the warranted software applications licensed in your software license agreement.

## **2.3 EXTENSION DEFECT RESOLUTION**

This support applies to Modifications, Interfaces or Extensions (“Extensions”) designed, programmed, tested and delivered by Manhattan Associates in accordance with a corresponding detailed design specification as agreed upon and signed off by Manhattan and the customer. The most recent agreed upon and signed off Design Specification supersedes all previous specifications for the purpose of this support. This Extension support becomes effective after mutual acceptance of Extension and the first commercial use of said Extension. Upgrades of Extensions to new releases are covered under a separate statement of work. The customer’s exclusive remedy and Manhattan’s entire liability for defects in said Extensions shall be the correction of such defects in said Extensions.

## **2.4 FREE PRODUCT DOCUMENTATION**

System documentation (Manhattan’s Advanced Information Manager) for the customer’s licensed products is provided at no charge.

## **2.5 FREE ANNUAL ON-SITE VISIT**

Customers are entitled to a visit from a Customer Support Consultant to one of your sites at least once per subscription period. Customers typically use this free consulting time (8 hours) to perform system efficiency audits, conduct training or discuss future business requirements. The consultant’s out-of-pocket expenses are not covered by this Policy.

## **2.6 ACCESS TO CUSTOMER EXTRANET**

MA Gateway provides access to detailed Manhattan Associates software information and the ability to submit, update and review your Customer Support cases; as well as request product downloads, license keys and transportation rates. You can also update your contact information, download transportation rates and customer/product specific files, register for Educational Services classes and complete customer satisfaction surveys.

## **2.7 EDUCATIONAL SERVICES CLASS DISCOUNT**

All Manhattan Associates’ scheduled public training classes are available at a 10% discount on the then-current published tuition rates.

## **2.8 RETAIL COMPLIANCE UPDATES**

Updates for the currently supported versions of software are made available per Manhattan Associates’ Retail Compliance Policy. This Policy, as well as information regarding Retail Compliance initiatives, is available on Manhattan Associates’ customer extranet (MA Gateway).

## **2.9 FREE ESTIMATES PROVIDED FOR SIMPLE PROJECTS OR MODIFICATIONS**

Time spent on high-level estimates is free of charge. Time required for functional specifications, detailed design or technical review is billed at Manhattan Associates’ current rates. These are non-binding estimates that are updated, if necessary, once the design is complete.

## **2.10 ACCOUNT MANAGEMENT**

An Account Manager is available to work with you to understand and support your business requirements, objectives and strategic development plans.

## **2.11 SUPPORT CONSULTANT**

Following implementation of the licensed product and transition to Customer Support, a consultant is assigned to your organization. This consultant becomes familiar with your process flow as well as any custom extensions so we can provide the most effective support.

## **2.12 RECEIVE SERVICES AT CURRENT HOURLY BILLING RATES WITH NO ADDITIONAL PREMIUM**

## **2.13 RECEIVE CARRIER RATES AT CURRENT COSTS WITH NO ADDITIONAL PREMIUM**

### 3.0 CONSULTING AND TECHNICAL SERVICES

#### 3.1 CONSULTING AND TECHNICAL SERVICES

In addition to the benefits mentioned above, Manhattan Associates is committed to providing our customers with access to additional technical and consulting assistance to address changing business requirements after the initial implementation. Manhattan offers the following services on a billable basis:

- Configure additional functionality
- Design, develop, test and deploy extensions to existing software
- Develop and conduct customer-specific training
- Provide on-site services
- Provide dedicated on-call support during special projects or specific events
- Provide project management services
- Implement software upgrades
- Support new facility roll-outs
- Operations Review Engagements
  - On-site evaluation of your supply chain operations
  - Recommend configuration adjustments to respond to changing operational requirements
- Manhattan SureCheck™
  - Technical application environment audits
  - Technical infrastructure audits
  - System administration processes audits
- Provide Application Management Services (AMS)
  - System health monitoring and reporting
  - Data purge and archive setup and execution
  - Software delivery and installation management
  - System optimization
  - Application administration
- Provide Parcel Carrier Requirements Services
  - Label and document changes
  - Rate and routing updates

#### 3.2 SUPPORT SERVICES

Manhattan Associates offers the following support services on a billable basis:



- Research and address problems (with data or application) not caused by a Manhattan Associates employee or the warranted product.
- Perform system administration tasks to maintain optimal software performance.
- Support the testing and implementation of a newer operating system, database or third-party software version.

### 4.0 VERSION SUPPORT POLICY

#### 4.1 MANHATTAN PRODUCT SUPPORT

Staying current on Manhattan Associates' software ensures your organization maximizes its return on investment. All products released by Manhattan Associates are fully supported for a period of 60 months after the general release date of that version. Support pertains to reproducible issues related to functionality in production use and updates are provided on the latest Service Pack level. At the end of the support period, Manhattan Associates continues to service product versions on a billable basis. Manhattan Associates does reserve the right to discontinue service of a product line three years after that product has been officially discontinued.

#### 4.2 THIRD-PARTY SOFTWARE SUPPORT

Manhattan supports products using certified and supported computer operating systems, databases, and third-party software versions as outlined in the system documentation. Any work related to the testing, implementation of, or software development required for newer, or different, operating systems, databases, or third-party software versions is covered under a separate Statement of Work.

### 4.3 MOBILE OPERATING SYSTEM SUPPORT

For mobile device applications, Manhattan supports products using certified and supported mobile operating systems as outlined in the system documentation. For supported versions, Manhattan also provides software updates to the licensed product for issues identified during customer testing of major and minor (dot) mobile device operating system releases. Any work related to the testing and implementation of a newer, or different, mobile operating system version is covered under a separate Statement of Work. Furthermore, a Manhattan testing engagement is required when updating the mobile operating system for installations in which there are Extensions; the scope of which is dependent on both the Extensions and the changes in the major release. Deployment of both minor and major releases to production must be controlled to ensure only thoroughly tested updates are promoted to a production environment.

## 5.0 TERMS AND CONDITIONS

- 5.1 The Customer Support & Software Enhancements Policy is to be read in conjunction with the customer's software license agreement and customer support and software enhancements agreement with Manhattan.
- 5.2 To receive the benefits of Manhattan Associates' Customer Support & Software Enhancement Policy, a customer must sign a customer support and software enhancements agreement or other maintenance agreement and pay the applicable fees before service can begin. Such annual fees are based on the then-current applicable software license fees for the relevant products.
- 5.3 Manhattan Associates reserves the right to change its Customer Support & Software Enhancements Policy or other maintenance agreement fees without prior notice.
- 5.4 The Annual Renewal Invoice is typically sent to the customer 60 days before the annual agreement expires. Prompt payment of this invoice ensures uninterrupted coverage.
- 5.5 Cancellation, termination, failure to pay the applicable fees or otherwise failure to renew the Customer Support & Software Enhancements agreement, or other maintenance agreement, will result in termination of access to all support, services, as well as any past, current or future software enhancements and version releases. Manhattan Associates will also remove any customer-specific information from our code management and internal knowledgebase systems. For up to five (5) years after the Software Enhancements subscription lapses, it can be reinstated by paying Manhattan Associates a reinstatement fee equal to one hundred and fifty percent (150%) of the unpaid fees that would have been paid if coverage had not lapsed. After the five years, the software must be relicensed under Manhattan Associates' then current licensing terms and conditions. Any customer seeking support shall first be required to reinstate a maintenance agreement. Manhattan reserves the right to refuse support and services unless and until such customer is reinstated. Should Manhattan, at its sole discretion, offer limited services to a customer that has not met the requirements listed above, such services shall be provided on an as-is basis with no express or implied warranty. Customers shall pay current undiscounted hourly rates along with any costs associated with performing such services and acknowledge that Manhattan may discontinue services at any time without notice. In no event will any amounts paid for such services be credited toward any future maintenance subscription.
- 5.6 Manhattan Associates may, at times, run read-only diagnostic and monitoring tools on the customer's environment of the licensed software in order to assist with support activities.
- 5.7 Manhattan Associates reserves the right to periodically audit the condition and utilization of the licensed software.
- 5.8 Manhattan Associates commonly assists with problems that affect our customer's use of the product, including hardware and third party software. However, the Customer Support & Software Enhancements Policy applies only to the Licensed Product(s) as defined under the customer's software license agreement. Third-party software embedded in the Licensed Products and therefore sublicensed through Manhattan Associates shall be considered a Licensed Product(s), and covered by this Policy, so long as the customer is current with all fees. Hardware and other third-party software products such as operating systems and database software are not covered by this Policy; however Manhattan passes through any manufacturer warranties to any such products to which Manhattan has been granted the right to do so.

5.9 For additional information regarding Manhattan Associates' Customer Support & Software Enhancements Policy and the *Software License, Services, Support and Enhancements Agreement*, please contact Customer Support.

5.10 This Policy covers all products currently subscribed to in the Customer Support & Software Enhancements agreement or other maintenance agreement. Subscriptions are offered for only the customer's Licensed Product(s) and a customer may not elect to exclude any of the Licensed Product(s), or any of the designated site(s), from subscriptions during the subscription period.

Customer Support Issue Escalation				
Severity	Severity Definition	Escalation (24 hours / 7 days) (includes weekends and holidays)		Customer Update Frequency
		Time	Escalation Path	
	<b>System Outage</b> Complete loss of service in a production system with no workaround available. Functional tasks cannot be completed or data integrity at risk. Customer resources should be available to work on a 24x7 basis with Manhattan to remediate the issue.	Immediate 1 hour 2 hours 4 hours	Additional Technical Resource Manager Level Director Level VP Level	Every 2 hours or as needed
	<b>Work Stoppage</b> Substantial loss of service in a production system with no workaround available. Functional tasks cannot be completed or data integrity at risk. Customer resources should be available to work on a 24x7 basis with Manhattan to remediate the issue.	Immediate 2 hours 4 hours 8 hours	Additional Technical Resource Manager Level Director Level VP Level	Every 3 hours or as needed
	<b>Critical</b> Production system is adversely affected, however the issue may be temporarily circumvented using an available workaround. For implementations, a major milestone is at risk.		Daily	Daily or as needed
	<b>High</b> Production system is operational but partially degraded. High priority implementation tasks and issues.		As needed	Weekly
	<b>Medium</b> Standard issues and tasks having minimal business impact. Production system is operational.		As needed	Weekly
	<b>Low</b> Non-critical issues, design questions, extension requests, or other general inquires.		As needed	Weekly